

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
saschwartz@nvfirm.com
SCHWARTZ LAW, PLLC
601 East Bridger Avenue
Las Vegas, NV 89101
Telephone: 702.385.5544
Facsimile: 702.442.9887

Attorneys for the Debtor

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

MUSCLEPHARM CORPORATION,

Debtor.

Case No.: 22-14422-nmc

Chapter 11

Hearing Date: August 1, 2023

Hearing Time: 9:30 a.m.

**DECLARATION OF TERI STRATTON IN SUPPORT OF
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
RETENTION AND EMPLOYMENT OF HILCO CORPORATE
FINANCE, LLC AS INVESTMENT BANKER AS OF JUNE 6, 2023**

Pursuant to 28 U.S.C. § 1746, I, Teri Stratton, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am over the age of 18 and am mentally competent. I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (the “**Declaration**”) for all permissible purposes under the Federal Rules of Civil Procedure and Rules of Evidence in support of the *Application for Entry of an Order Authorizing Retention and Employment of Hilco Corporate Finance, LLC as Investment Banker as of June 6, 2023* (the “**Application**”) and the *Agreement to Provide Financial Advisory and Investment Banking Services* (the “**Agreement**”) between Hilco Corporate Finance, LLC (“**HCF**”) and the Debtor, a true and correct copy of which is attached to the Application as **Exhibit**

2. Unless otherwise indicated, all capitalized terms used herein shall have the meanings ascribed to them in the Application.

1 3. I am a senior managing director of HCF. In that capacity, I am authorized to make
2 this Declaration on behalf of HCF.

3 4. I have 25 years' experience in advising on distressed sell-side and buy-side mergers
4 and acquisitions transactions, recapitalizations, and restructuring transactions to middle market
5 companies across many industries including in the food industry. Prior to joining HCF in 2022, I
6 worked for Piper Sandler and Macquarie Capital Advisors (and predecessor firms). Before my
7 investment banking career, I had eight years' experience in corporate banking, serving in both credit
8 administration and special assets.

9 5. I received a bachelor's degree in economics from the University of California at Los
10 Angeles as well as a Masters of Business Administration in finance, with honors, from the
11 Anderson School at UCLA. I am a Certified Insolvency and Restructuring Advisor, an Association
12 of Insolvency and Restructuring Advisors (AIRA) Distinguished Fellow, and a member of
13 Turnaround Management Association, AIRA, and the American Bankruptcy Institute.

14 6. The Debtor seeks to retain HCF as its investment banking advisor because of the
15 firm's recognized expertise and extensive experience and knowledge in investment banking
16 services for a wide variety of industries, and specifically, in provision of such services in the
17 Chapter 11 context. To effectively and efficiently proceed in its Chapter 11 Case, the Debtor
18 requires the services of an investment banker to assist in conducting a sale and/or other strategic
19 transaction.

20 7. HCF is a boutique investment banking firm affiliated with Hilco Global, a
21 diversified financial services holding company with more than twenty specialized business units
22 and more than 800 professionals throughout the world. HCF specializes in providing strategic
23 advisory to middle-market companies. HCF has recognized expertise and extensive experience in
24 providing investment banking services to buyers, sellers, and key stakeholders in a comprehensive
25 range of complex transactions across a broad range of industries, including diversified
26 industrials/manufacturing, packaging, eCommerce, and consumer products and services. HCF's
27 professionals work closely with leading experts in asset valuation, monetization, business advisory,
28 and capital solutions to provide comprehensive advisory services. HCF's professionals have

1 successfully completed hundreds of financial transactions. As a result, HCF is well suited to provide
 2 investment banking services to Debtor.

3 8. HCF's professionals have provided investment banking services comparable to
 4 those to be provided in this Chapter 11 Case in a number of other large Chapter 11 cases, including
 5 CBC Restaurant Corp., VIVUS, Inc., Brinkmann, Golden County Foods, The Krystal Company,
 6 FTD Companies, Kona Grill, Ignite Restaurant Group, Eurofresh Farms, and Rotary Drilling Tools.

7 **Terms of the Engagement**

8 9. Subject to the Court's approval, the Debtor proposes to employ HCF to provide
 9 those investment banking services set forth in the Agreement, including:

- 10 a. Familiarizing itself, to the extent that it deems appropriate with the
 11 commercial, financial, operational, and legal circumstances of Debtor.
- 12 b. Identifying and recommending to Debtor potential buyers and capital
 13 sources in connection with a Transaction.
- 14 c. With Debtor's assistance, creating written materials (e.g., a "teaser,"
 15 confidential information memorandum, management presentation, and
 16 form of Non-Disclosure Agreement) to be used in presenting the
 17 Transaction opportunity to prospective buyers and capital sources. Prior to
 18 distribution of these materials, Debtor shall review, comment on, and
 19 provide written approval for their use in connection with a Transaction.
- 20 d. Soliciting and reviewing proposals as well as making recommendations
 21 and advising Debtor in negotiating proposals concerning a Transaction.
- 22 e. Assisting Debtor in responding to the due diligence review of potential
 23 buyers, including by managing a Virtual Data Room ("VDR"), and
 24 assisting Debtor in organizing, populating, and maintaining the VDR.
- 25 f. Assisting Debtor and its other professional advisors in recommending and
 26 negotiating bidding procedures, a sale timeline, and auction guidelines.
- 27 g. Assisting Debtor in soliciting and evaluating acquisition proposals,
 28 including during an auction held pursuant to the bidding procedures.
- h. Assisting Debtor and its other professional advisors in negotiating
 definitive documentation concerning a Transaction and otherwise assisting
 in the process of closing a Transaction.
- i. As necessary, providing testimony and other litigation support services to
 assist Debtor in obtaining court approval of the bidding procedures, motion

1 to approve a sale, and other matters related to the sale process and
2 Transaction.

3 10. Because HCF will have a well-defined role in this Chapter 11 Case, it will not
4 unnecessarily duplicate the services provided by any of the Debtor's other retained professionals.
5 Furthermore, HCF will work together with such other professionals to minimize and avoid
6 unnecessary duplication of services.

7 11. The proposed terms of HCF's compensation are described in detail in the
8 Agreement. In summary, HCF will receive an initial flat fee, a transaction fee, and reimbursement
9 of its expenses, as follows:

- 10 a. **Work Fee.** An upfront work fee (the "**Work Fee**") of \$50,000.00 for initial
11 services provided in connection with the engagement, which shall be fully
12 earned upon payment and non-refundable;
- 13 b. **Transaction Fee.** A fee (the "**Transaction Fee**") upon the closing date with
14 respect to, and as a condition to the closing of, any transaction or series of related
15 transactions that constitute a sale or disposition to one or more third-parties of:
16 (a) all or a material portion of the equity securities or membership interests of
17 the Debtor or any interest held by the Debtor; and/or (b) any significant portion
18 of the assets (including the assignment of any material contracts) or operations
19 of the Debtor or any joint venture or partnerships or other entity formed by the
20 Debtor, including any sale pursuant to Section 363 of the Bankruptcy Code and
21 a Plan that either incorporates a sale of the Debtor's assets or equity interests in
22 the Debtor or that is a "new money" Plan (as more specifically described in the
23 Agreement, a "**Transaction**"), which Transaction Fee shall be paid directly out
24 of the gross proceeds of the Transaction (or in the case of a credit bid without a
25 cash component, other than assumption of liabilities, HCF will be entitled to an
26 allowed administrative claim against the Debtor's estate), in an amount equal to:
- 27 i. 2.0% of the Transaction Value up to \$12,000,000;
 - 28 ii. 3.5% of the Transaction Value if Transaction Value is between
\$12,000,001 to \$15,000,000;
 - iii. 4.0% of the Transaction Value if Transaction Value is between
\$15,000,001 to \$20,000,000; or
 - iv. 5.0% of the Transaction Value if Transaction Value is greater than
\$20,000,001.
- c. **Expenses.** Additionally, the Debtor will reimburse HCF for its reasonable
expenses incurred in connection with the Agreement up to \$10,000 without the
Debtor's prior written approval, including expenses related to travel, meals,

lodging, and attorneys' fees as well as ancillary costs such as research, printing, duplicating, postage and shipping, database access charges, and other miscellaneous expenses incurred prior to termination or expiration of the Agreement. HCF shall bill the Debtor monthly for its reimbursable expenses.

12. The compensation provision of the Agreement will survive expiration or termination of the Agreement with respect to fees and expenses due or accrued on or before the expiration or termination.

13. I believe that the compensation structure set forth in the Agreement and summarized above is (a) comparable to compensation generally charged by investment banking firms of similar stature to HCF for comparable engagements, both in and out of bankruptcy proceedings, and (b) reflects a typical fee structure for HCF and other leading investment banking firms, which do not bill their clients on an hourly basis, but are generally compensated on a transactional basis. The hours worked, the results achieved and the ultimate benefit to the Debtor of the work performed by HCF in connection with this engagement may vary and the Debtor has taken this into account in setting the above fees.

14. The terms of the Agreement were negotiated in good faith and at arm's-length between HCF and the Debtor, with input from the Committee and Empery, and reflect the Debtor's evaluation of the substantial work that will be performed by HCF. HCF's restructuring expertise, as well as its capital markets knowledge and mergers and acquisitions capabilities, some or all of which may be required by the Debtor during the term of HCF's engagement, were important factors to the Debtor in determining the amount of HCF's fees, and HCF submits that the ultimate benefit to the Debtor of HCF's services hereunder cannot be measured merely by reference to the number of hours to be expended by HCF's professionals in the performance of such services. Accordingly, the Debtor proposes that all compensation and expenses will be sought in accordance with Section 328(a) of the Bankruptcy Code and will not be subject to the standard of review in Section 330 of the Bankruptcy Code or any other standard.

15. An additional material part of the consideration for HCF's engagement is the indemnification by the Debtor's estate of HCF and its affiliates and their respective directors,

1 officers, employees, agents, members and controlling persons against any claims or losses related
2 to HCF's services under the Agreement, but excluding losses judicially determined to have resulted
3 from willful misconduct or gross negligence. The indemnification provisions are fully set forth in
4 Annex 2 to the Agreement.

5 16. I believe that the indemnification and related provisions set forth in the Agreement
6 are additional reasonable terms and conditions of employment and should be approved under
7 Section 328(a) of the Bankruptcy Code. They appropriately reflect the indemnification provisions
8 typically utilized by HCF and other leading financial advisory and investment banking firms, both
9 in and out of the Chapter 11 context.

10 17. HCF will maintain records in support of any actual, necessary costs and expenses
11 incurred in connection with the rendering of its services in the Chapter 11 Cases. Because (a) it is
12 not the general practice of investment banking firms such as HCF to keep detailed time records
13 similar to those customarily kept by attorneys, (b) HCF does not ordinarily keep time records on a
14 "project category" basis, and (c) HCF's compensation is based on a fixed rate and/or fixed-
15 percentage, the Debtor is requesting that HCF's restructuring professionals only be required to
16 maintain summary records in half-hour increments describing each professional's tasks on a daily
17 basis, including reasonably detailed descriptions of those services and the individuals who provided
18 those services. Moreover, the Debtor requests that HCF's professionals not be required to keep time
19 records on a "project category" basis, that its non-investment banking professionals and personnel
20 in administrative departments not be required to maintain any time records, and that it not be
21 required to provide or conform to any schedule of hourly rates. To the extent that HCF would
22 otherwise be required to submit more detailed time records for its professionals by the Bankruptcy
23 Code, the Bankruptcy Rules, the Local Rules, or other applicable procedures and orders of the
24 Court, or encouraged to do so by the U.S. Trustee Guidelines, the Debtor is requesting that the
25 Court waive such requirements.

26 18. The Debtor also requests authorization to pay HCF's Transaction Fee for its services
27 as and when due under the Agreement, provided that all such fees and expenses shall remain subject
28 to the subsequent approval of the Court following the filing of a final fee application.

1 19. The Debtor seeks to employ and retain HCF effective as of June 6, 2023, in order to
2 encompass HCF's preparatory work and provide a certain date on which the Agreement concludes.
3 The Agreement provides that it shall commence on June 6, 2023, and shall continue until the earlier
4 between: "(a) 12 months from the date hereof, unless extended by mutual agreement of the parties
5 or (b) the date on which either party provides written notice to the other of a termination of the
6 Agreement." In view of the posture of the Chapter 11 Case, including the pending motion for
7 approval of bidding procedures, and the necessity of achieving the highest grossing deal within
8 time constraints imposed by the Chapter 11 process, HCF began its evaluation of the Debtor's
9 business and assets and other preparatory work on June 6, 2023, while final negotiations of the
10 Agreement were ongoing.

11 **Disclosures Pursuant to Bankruptcy Rule 2014(a)**

12 20. The Debtor has supplied HCF with the names of its current and former officers and
13 directors along with creditors and other potential parties-in-interest on the matrix attached hereto
14 as **Exhibit 1** (collectively, "**Parties-in-Interest**"). To the best of my knowledge, based on HCF's
15 ongoing review of its conflict databases, (a) HCF is a "disinterested person," as such term is defined
16 in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy
17 Code, and, as required by Section 327(a) and referenced by Section 328(c) of the Bankruptcy Code,
18 neither holds nor represents any interest adverse to the Debtor or its estate, and (b) except as
19 disclosed in this Declaration, HCF has no connection to the Debtor or to its significant creditors or
20 certain other Parties-in-Interest, their respective attorneys or accountants, the Office of the United
21 States Trustee, or any person employed in the Office of the United States Trustee.

22 21. Also, to the best of my knowledge, information and belief, none of HCF's past or
23 current engagements would or appear to create an interest materially adverse to the interests of the
24 Debtor, creditors, or equity security holders in the Chapter 11 Case and, as such I believe that HCF
25 is disinterested and holds no materially adverse interest as to the matters upon which they are to be
26 retained.

27 22. Due to the size of HCF, its affiliates, and the number of creditors and other parties
28 involved in the Chapter 11 Case, HCF may have represented certain of the Debtor's creditors or

1 other Parties-in-Interest in matters wholly unrelated to the Chapter 11 Case. To the extent that
2 HCF's review of its conflicts databases indicated that HCF has connections with any of the Parties-
3 in-Interest or their respective attorneys or accountants, either currently or in the recent past, these
4 matters are set forth below.

5 a. In matters unrelated to the Debtor, HCF and its affiliates have transacted or
6 partnered with and/or have been represented by the following parties or professionals in
7 matters wholly unrelated to the Debtor and this case: (i) Foley & Lardner, LLP, (ii) Portage
8 Point Partners, LLC, (iii) Stretto, (iv) Barnes & Thornberg LLP, (v) Fox Rothschild LLP
9 (vi) Kasowitz Benson Torres LLP, (vii) Pachulski Stang Ziehl & Jones LLP, (viii)
10 Sheppard, Mullin, Richter & Hampton LLP, and (ix) Squire Patton Boggs (US) LLP. HCF
11 does not believe that these connections create a conflict of interest regarding the Debtor or
12 this case.

13 b. Hilco presently or in the past has served as a professional person in other
14 matters, wholly unrelated to the Debtor or this case, in which other attorneys, accountants
15 and other professionals of the Debtor, its creditors, or other parties in interest may have also
16 served or serve as professional persons.

17 23. Because of the magnitude of the entire creditor list in this case, it is possible that
18 Hilco may represent or may have represented other creditors of the Debtor but does not represent
19 any such creditors in connection with this case. To the extent HCF's ongoing review of its conflicts
20 discovers any facts bearing on the matters described herein during the period of HCF's retention,
21 HCF will promptly supplement these disclosures.

22 24. Further, in accordance with Section 504 of the Bankruptcy Code, HCF has informed
23 the Debtor that there is no agreement or understanding between HCF and any other entity for the
24 sharing of compensation received or to be received for services rendered in connection with the
25 Chapter 11 Case, except as among employees of HCF.

26 ///

27 ///

28 ///

1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
2 and correct to the best of my knowledge, information, and belief.

3 Dated: June 28, 2023.

4 /s/ Teri Stratton
5 TERI STRATTON
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

Label Matrix for local noticing

0978-2

Case 22-14422-nmc

District of Nevada

Las Vegas

Thu Jun 22 13:54:17 PDT 2023

EMPERY ASSET MANAGEMENT, LP

C/O GREGORY E. GARMAN

GARMAN TURNER GORDON LLP

7251 AMIGO STREET., SUITE 210

LAS VEGAS, NV 89119-4302

CARLYON CICA CHTD

265 E. WARM SPRINGS RD, STE 107

LAS VEGAS, NV 89119-4230

EMPERY TAX EFFICIENT, LP

C/O GARMAN TURNER GORDON

7251 AMIGO STREET

SUITE 210

LAS VEGAS, NV 89119-4302

CHAPTER 11 - LV

300 LAS VEGAS BLVD., SO. #4300

LAS VEGAS, NV 89101-5803

Excelsior Nutrition, Inc.

Sylvester & Polednak, Ltd.

Attn: Allyson R. Johnson, Esq.

1731 Village Center Circle

Las Vegas, NV 89134-0516

FOLEY & LARDNER, LLP

1400 16TH STREET, SUITE 200

DENVER, CO 80202-1471

JW NUTRITIONAL LLC

C/O SHARA L. LARSON

GHANDI DEETER BLACKHAM

725 S. 8TH STREET SUITE 100

LAS VEGAS, NV 89101-7093

MASSACHUSETTS DEPARTMENT OF REVENUE

BANKRUPTCY UNIT-COLLECTIONS BUREAU

200 ARLINGTON ST.

CHELSEA, MA 02150-2375

MHF Opco, LLC

C/O JOSEPH G. WENT

HOLLAND & HART LLP

9555 HILLWOOD DRIVE, 2ND FLOOR

LAS VEGAS, NV 89134-0532

MUSCLEPHARM CORPORATION

7380 S EASTERN AVE.

#124-287

LAS VEGAS, NV 89123-1550

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

LARSON & ZIRZOW, LLC

ATTN: MATTHEW C. ZIRZOW, ESQ.

850 E. BONNEVILLE AVE.

LAS VEGAS, NV 89101-7031

ORACLE AMERICA, INC.

C/O Buchalter, a Professional Corp.

Shawn M. Christianson, Esq.

425 Market St., Suite 2900

San Francisco, Ca 94105-2491

PORTAGE POINT PARTNERS, LLC

300 NORTH LASALLE ST., STE 1420

CHICAGO, IL 60654-3413

Prestige Capital Corporation

C/O OGONNA BROWN

LEWIS ROCA ROTHGERBER CHRISTIE LLP

3993 HOWARD HUGHES PARKWAY, SUITE 600

LAS VEGAS, NV 89169-5996

SCHWARTZ LAW, PLLC

601 EAST BRIDGER AVENUE

LAS VEGAS, NV 89101-5805

STRETTO

410 EXCHANGE, STE 100

IRVINE, CA 92602-1331

TN Dept of Revenue

c/o TN Attorney General's Office

Bankruptcy Division

PO Box 20207

Nashville, TN 37202-4015

ThermoLife International

C/O RYAN A. ANDERSON

ANDERSEN & BEEDE

3199 E. Warm Springs Road, Suite 400

Las Vegas, NV 89120-3150

White Winston Select Asset Funds, LLC

c/o Jeffrey D. Sternklar LLC

Jeffrey D. Sternklar LLC

101 Federal Street, Suite 1900

Boston, MA 02110-1861

United States Bankruptcy Court

300 Las Vegas Blvd., South

Las Vegas, NV 89101-5833

ACCOUNTING PRINCIPALS

C/O STEVEN REBIDAS

4800 DEERWOOD CAMPUS PKWY, BLDG. 800

JACKSONVILLE, FL 32246-8319

ARIZONA DEPARTMENT OF REVENUE

Office of the Arizona Attorney General

c/o Tax, Bankruptcy and Collection Sct

2005 N Central Ave, Suite 100

Phoenix, AZ 85004-1546

Amazon.com Services, Inc.

c/o K&L Gates LLP

Attn: Brian Peterson

925 4th Avenue, Suite 2900

Seattle, WA 98104-1158

American Group, LLC

Lorraine Balog - GM

25 S Arizona Place Suite 300

Chandler, AZ 85225-8523

American Nutritional Corporation, Inc.

3150 Sunrise Ave.

Las Vegas, NV 89101-4832

ArcBest, Inc.

3801 Old Greenwood Road

Fort Smith, AR 72903-5937

Atlantic Grain & Trade, LLC

496 BRAMSON CT

UNIT 140

MT PLEASANT, SC 29464-7961

BJ's Wholesale Club, Inc.

Attention Legal Department

350 Campus Drive

Marlborough, MA 01752-3082

BRIAN SLATER

C/O LAS K. EVENSEN

HOLLAND & HART, LLP

9555 HILLWOOD DR., 2ND FLOOR

LAS VEGAS, NV 89134-0532

Bakery Barn, LLC
125 First Ave
Pittsburgh, PA 15222-1506

Barnes & Thornburg LLP
Jonathan Sundheimer
Barnes & Thornburg LLP
11 S. Meridian St.
Indianapolis, IN 46204-3535

Belmark inc.
600 Heritage Road
P.O. Box 5310
De Pere, WI 54115-5310

Blower-Dempsay Corporation, Inc., dba Pac We
C/O Nick Iezza, Esq.
Spiwak & Iezza, LLP
555 Marin Street, Suite 140
Thousand Oaks, CA 91360-4103

Blue-Grace Logistics LLC
2846 S. Falkenburg Rd.
Riverview, FL 33578-2563

CANYON PLASTICS, INC.
C/O BRUCE W. HOGAN
1300 SANTA BARBARA STREET
SANTA BARBARA, CA 93101-6041

CL&D Graphics
Attn: Philip Bauer
1101 W 2nd Street
OCONOMOWOC, WI 53066-3401

CONSAC, LLC
C/O Steinhilber Swanson LLP
122 W. Washington Ave Suite 850
Madison, WI 53703-2732

CanSource LLC
1925 Pike Rd.
Suite 103
2120 Miller Dr, STE G
Longmont, CO 80501-6790

Clark County Assessor
c/o Bankruptcy Clerk
500 S. Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

Clark County Treasurer
c/o Bankruptcy Clerk
500 S. Grand Central Pkwy
PO Box 551220
Las Vegas, NV 89155-1220

Crown Equipment Corporation
c/o Robert Hanseman
40 N. Main St., Ste. 1900
Dayton, OH 45423-1013

David W. Gutke
Evans Fears & Schuttert LLP
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119-3569

Dept. of Employment, Training and Rehab
Employment Security Division
500 E. Third Street
Carson City, NV 89713-0002

EMPERY ASSET MANAGEMENT, LP
C/O MARK M. WESISENMILLER
GARMAN TURNER GORDON LLP
7251 AMIGO ST., STE 210
LAS VEGAS, NV 89119-4302

EMPERY ASSET MANAGEMENT, LP
C/O WILLIAM M. NOALL
GARMAN TURNER GORDON LLP
7251 AMIGO ST., STE 210
LAS VEGAS, NV 89119-4302

Empery Tax Efficient, LP
c/o Empery GP, LLC
1 Rockefeller Plaza, Ste 1205
New York, NY 10020-2070

Excelsior Nutrition, Inc.
dba 4Excelsior
Sylvester & Polednak, Ltd.
c/o Allyson R. Johnson, Esq.
1731 Village Center Circle
Las Vegas, Nevada 89134-0516

FLAVOR PRODUCERS, LLC
c/o Epstein & Beuerlein, PC
23823 Malibu Road
Suite 50-150
Malibu, CA 90265-4628

FOX ROTHSCHILD LLP
C/O MICHAEL J. VISCOUNT, ESQ.
1301 ATLANTIC AVENUE, SUITE 400
ATLANTIC CITY, NJ 08401-7227

Foley & Lardner LLP
Attn: Mark Wolfson
100 Tampa Street, Suite 2700
Tampa, FL 33602-5810

GPA PRINTING CA LLC
9655 DE SOTO AVE
DE SOTO AVE
CHATSWORTH, CA 91311-5013

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Intrado Digital Media LLC
11808 Miracle Hills Drive
Omaha, NE 68154-0018

JW Nutritional
PO Box 258
Allen, TX 75013-0005

JW Nutritional LLC
c/o Shara L. Larson, Esq.
GHANDI DEETER BLACKHAM
725 South 8th Street Suite 100
Las Vegas, Nevada 89101-7093

Kasowitz Benson Torres LLP
Matthew B. Stein
1633 Broadway
New York, NY 10019-6708

Korn Ferry (US)
Attn: Samantha Goodman
1900 Avenue of the Stars Suite 1500
Los Angeles, CA 90067-4400

Louisiana Department of Revenue
Bankruptcy Section
PO Box 66658
Baton Rouge, LA 70896-6658

MASS. DEPT. OF REVENUE - BANKRUPTCY UNIT
PO BOX 7090
BOSTON, MA 02204-7090

MHF OPCO, LLC
C/O LAS K. EVENSEN
HOLLAND & HART, LLP
9555 HILLWOOD DR., 2ND FLOOR
LAS VEGAS, NV 89134-0532

MHF Opco, LLC
211 Leer St.
New Lisbon, WI 53950-1170

MP COLLATERAL, LLC
C/O GARMAN TURNER GORDON LLP
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119-4302

Maria Pinchera
124 Timber Valley Ave, Richmond Hill, ON
Richmond Hill, ON L4E4Z9

NBF Holdings Canada, Inc.
Benjamin Butzer, VP of Finance
3805 Walden Ave.
Lancaster, NY 14086-1407

NEVADA POWER D/B/A NV ENERGY
NV ENERGY
PO BOX 10100
RENO, NV 89520-0024

NICK I. IEZZA
SPIWAK & IEZZA, LLP
555 MARIN STREET, SUITE 140
THOUSAND OAKS CA 91360-4103

Nevada Dept of Taxation, BK Section
555 E. Washington Ave #1300
Las Vegas, NV 89101-1046

New-Indy TriPAQ LLC
10 West Carmel Drive, Ste. 300
Attn: Legal
Carmel, IN 46032-3365

Nick I. Iezza, Esq.
Spiwak & Iezza, LLP
555 Marin Street, Suite 140
Thousand Oaks, CA 91360-4103

OFFICE OF THE UNITED STATES TRUSTEE
ATTN: JARED A. DAY
300 BOOTH STREET, SUITE 3009
RENO, NV 89509-1360

OFFICIAL COMMITTEE OF UNSECURED CREDITORS
PACHULSKI STANG ZIEHL & JONES LLP
ATTN: JASON H. ROSELL, ESQ.
ONE SANSOME STREET, 34TH FLOOR, SUITE 34
SAN FRANCISCO, CA 94104-4436

OFFICIAL COMMITTEE OF UNSECURED CREDITORS
PACHULSKI STANG ZIEHL & JONES LLP
ATTN: JOHN D. FIERO, ESQ.
ONE SANSOME STREET, 34TH FLOOR, SUITE 34
SAN FRANCISCO, CA 94104-4436

Oracle America, Inc.
c/o Shawn M. Christianson, Esq.
Buchalter PC
425 Market St., Suite 2900
San Francisco, CA 94105-2491

PO BOX 7090
PO BOX 7090
BOSTON, MA 02204-7090

PRESTIGE CAPITAL CORPORATION
C/O DIBORA L. BERHANU
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 HOWARD HUGHES PARKWAY, SUITE 600
LAS VEGAS, NV 89169-5996

PRESTIGE CAPITAL FINANCE, LLC
DIBORA L. BERHANU ESQ.
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 HOWARD HUGHES PKWY, SUITE 600
LAS VEGAS, NV 89169-5996

PRESTIGE CAPITAL FINANCE, LLC
OGONNA M. BROWN ESQ.
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 HOWARD HUGHES PKWY, SUITE 600
LAS VEGAS, NV 89169-5996

Packaging Innovators, LLC dba Heritage Solut
8333 24th Ave
Sacramento, CA 95826-4809

(c)PRESTIGE CAPITAL
400 KELBY ST STE 401
FORT LEE NJ 07024-2954

RYAN DREXLER
C/O Steinhilber Swanson LLP
122 W. Washington Ave Suite 850
Madison, WI 53703-2732

Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503-5604

Ronald B. Roteman
125 First Ave
Pittsburgh, PA 15222-1506

S.K. Laboratories, Inc.
c/o Vogt, Resnick & Sherak, LLP
4400 MacArthur Boulevard, 9th Floor
Newport Beach, CA 92882
92660-2040

STATE OF NEVADA DEPARTMENT OF TAXATION
700 E WARM SPRINGS RD STE 200
LAS VEGAS, NV 89119-4311

Sabina Rizvi
20 Lombard Street, #4302
Toronto, Ontario, M5C 0A7
Canada
Canada

Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626-1993

Smurfit Kappa North America LLC
125 E. John W. Carpenter Freeway, Suite
Attn: Rick Burnett
Irving, TX 75062-2324

Social Security Administration
Regional Chief Counsel, Region IX
160 Spear Street, Suite 800
San Francisco, CA 94105-1545

SolomonEdwards
1255 Drummers Lane
Suite 200
Attention: Julie Lapis
Wayne, PA 19087-1565

Squire Patton Boggs (US) LLP
 Kelly E. Singer
 2325 E. Camelback Road, Suite 700
 Phoenix, AZ 85016-9087

State of New Jersey
 Division of Taxation
 Bankruptcy Section
 PO Box 245
 Trenton, NJ 08695-0245

THERMOLIFE INTERNATIONAL
 C/O VALERIE Y. ZAIDENBERG
 ANDERSEN & BEEDE
 3199 E WARM SPRINGS RD, STE 400
 LAS VEGAS, NV 89120-3150

Tennessee Department of Revenue
 TDOR c/o Attorney General
 PO Box 20207
 TDOR c/o Attorney General, PO Box 20207
 Nashville, TN 37202-4015

The Kroger Co.
 The Kroger Co. - Attn. Law Dept.
 c/o Meg Wagner Piedad, Paralegal
 1014 Vine Street
 Cincinnati, OH 45202-1119

The Law Offices of Bruce E. Baldinger, LLC
 365 South Street
 Morristown, NJ 07960-7339
 ,

Total Quality Logistics, LLC
 Attn: Joseph B. Wells, Corp. Counsel
 4289 Ivy Pointe Blvd
 Cincinnati, OH 45245-0002

U.S. TRUSTEE - LV - 11
 300 LAS VEGAS BOULEVARD S.
 SUITE 4300
 LAS VEGAS, NV 89101-5803

ULINE
 12575 ULINE DRIVE
 PLEASANT PRAIRIE, WI 53158-3686

United States Trustee
 300 Las Vegas Blvd. South, #4300
 Las Vegas, NV 89101-5803

University of Kentucky Research Foundation
 337 Peterson Service Building
 Lexington, KY 40506-0005

Vivion, LLC
 929 Bransten Rd.
 San Carlos, CA 94070-4021

WHITE WINSTON SELECT ASSET FUNDS, LLC
 C/O Bart K. Larsen
 SHEA LARSEN
 1731 Village Center Circle, Suite 150
 Las Vegas, Nevada 89134-0517

WHITE WINSTON SELECT ASSET FUNDS, LLC
 C/O James Patrick Shea
 SHEA LARSEN
 1731 Village Center Circle, Suite 150
 Las Vegas, Nevada 89134-0517

WHITE WINSTON SELECT ASSET FUNDS, LLC
 C/O Kyle M. Wyant
 SHEA LARSEN
 1731 Village Center Circle, Suite 150
 Las Vegas, Nevada 89134-0517

White Winston Select Asset Funds, LLC
 265 Franklin St, Ste 1702
 Boston, MA 02110-3144

Wild Pack Beverage, Inc
 3444 N Country Club Rd Ste 200
 TUCSON, AZ 85716-0815

William McLaughlin
 2717 Nighthawk Drive
 Plano, TX 75025-2127

BRYAN A. LINDSEY
 SCHWARTZ LAW, PLLC
 601 E. BRIDGER AVENUE
 LAS VEGAS, NV 89101-5805

Brian Slater
 C/O JOSEPH G. WENT
 HOLLAND & HART LLP
 9555 HILLWOOD DRIVE, 2ND FLOOR
 LAS VEGAS, NV 89134-0532

GABRIELLE A. HAMM
 SCHWARTZ LAW, PLLC
 601 E. BRIDGER AVENUE
 LAS VEGAS, NV 89101-5805

JASON H. ROSELL
 ONE SANSOME STREET, 34TH FLR
 SUITE 3430
 SAN FRANCISCO, CA 94104-4436

JOHN D. FIERO
 PACHULSKI STANG ZIEHL & JONES LLP
 ONE SANSOME STREET, 34TH FLR
 SUITE 3430
 SAN FRANCISCO, CA 94104-4436

Ryan Drexler
 C/O TRACY M. O' STEEN
 CARLYON CICA CHTD.
 265 E. WARM SPRINGS ROAD, SUITE 107
 LAS VEGAS, NV 89119-4230

SAMUEL A. SCHWARTZ
 SCHWARTZ LAW, PLLC
 601 EAST BRIDGER AVENUE
 LAS VEGAS, NV 89101-5805

Prestige Capital
400 Kelby Street 10th Floor
Fort Lee, NJ 07024

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)ADDITON, PENDLETON & WITHERSPOON, P.A.

(u)NutraBlend Foods

(u)PACHULSKI STANG ZIEHL & JONES, LLP

(u)Prestige Capital Finance, LLC

(d)SCHWARTZ LAW, PLLC
601 East Bridger Avenue
Las Vegas, NV 89101-5805

(u)City Football Group Limited (United Kingdo
Snell & Wilmer
3883 Howard Hughes Pkwy Ste 1100

(d)NICK I IEZZA
SPIWAK & IEZZA, LLP
555 MARIN STREET
SUITE 140
THOUSAND OAKS, CA 91360-4103

End of Label Matrix
Mailable recipients 114
Bypassed recipients 7
Total 121